

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ORIGINAL FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ MAR 15 2006 ★

BROOKLYN OFFICE

EHAB ELMAGHRABY and JAVAID IQBAL,)

Plaintiffs,)

vs.)

04 CV 1809 (JG)(SMG)

UNITED STATES OF AMERICA,)

JOHN ASHCROFT, ROBERT MUELLER,)

MICHAEL ROLINCE, KENNETH MAXWELL,)

KATHLEEN HAWK SAWYER, DAVID)

RARDIN, MICHAEL COOKSEY, DENNIS)

HASTY, MICHAEL ZENK, LINDA THOMAS,)

JAMES SHERMAN, SALVATORE)

LOPRESTI, STEVEN BARRERE, WILLIAM)

BECK, LINDSEY BLEDSE, JOSEPH CUCITI,)

THOMAS CUSH, HOWARD GUSSAK,)

MARCIAL MUNDO, DANIEL ORTIZ,)

ELIZABETH TORRES, REYNALDO)

ALAMO, SYDNEY CHASE, JAMES CLARDY,)

RAYMOND COTTON, MICHAEL)

DEFRANCISCO, RICHARD DIAZ, JAI)

JAIKISSOON, DEXTER MOORE, JON)

OSTEEN, ANGEL PEREZ, SCOTT ROSEBERY,)

CLEMMET SHACKS, NORA LORENZO AND)

"JOHN DOE" CORRECTIONS OFFICERS 1-19,)

Defendants.)

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677

It is hereby stipulated by and between plaintiff Ehab Elmaghraby and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that

gave rise to plaintiff Ehab Elmaghraby's action against the named defendants under the terms and conditions set forth in this Stipulation For Compromise Settlement And Release Of Federal Tort Claims Act Claims Pursuant To 28 U.S.C. § 2677 (hereinafter "Stipulation For Compromise").

2. The United States of America agrees to pay the sum of Three Hundred Thousand Dollars (\$300,000.00)(hereinafter "settlement amount"), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff Ehab Elmaghraby or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff Ehab Elmaghraby and his guardians, heirs, executors, administrators or assigns hereby agrees to accept the settlement amount set forth in this Stipulation For Compromise in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action against all defendants, including any future claim or lawsuit of any kind or type whatsoever, whether known or

unknown, and whether for compensatory or exemplary damages. Plaintiff Ehab Elmaghraby and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims, on account of the same subject matter that gave rise to the above-captioned action against all defendants, by plaintiff Ehab Elmaghraby or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and the United States, its agents, servants, or employees, specifically deny that they are liable to plaintiff Ehab Elmaghraby. This settlement is entered into for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties to this Stipulation For Compromise, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with plaintiff Ehab Elmaghraby's action shall not exceed 25 per centum of the settlement amount.

7. The persons signing this Stipulation For Compromise warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the


settlement. In the event the plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at his expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise and the compromise settlement are null and void.

8. Payment of the settlement amount will be made by check drawn on the Treasury of the United States for Three Hundred Thousand Dollars (\$300,000.00) and made payable to Ehab Elmaghraby, plaintiff, and Koob & Magoolaghan, plaintiff's attorney. The check will be held by the United States Department of Justice until such time as the plaintiff's attorney presents the United States with an Order of Dismissal of plaintiff Ehab Elmaghraby's action against the named defendants, including the United States, with prejudice, with each party bearing its own fees, costs, and expenses. Plaintiff's attorney agrees to distribute the settlement amount, less any deductions for fees, costs, and expenses, to the plaintiff.

9. The parties agree that this Stipulation For Compromise, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Stipulation For Compromise may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 9th day of February, 2006.



Stephen E. Handler
Attorney for Defendant,
United States of America

Executed this 9th day of Feb, 2006.

KOOB & Magoolaghan

By: 

Joan Magoolaghan


Attorneys for Plaintiff Ehab Elmaghraby

19 Fulton Street, Suite 408

New York, NY 10038

(212) 406-3095

Executed this 18 day of FEB, 2006.



Ehab Elmaghraby
Plaintiff